

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Solid Waste Services – Neighborhood Dumpster Program

**SUMMARY:** Approve Amendment No. 1 to the Agreement for Residential Solid Waste Services between the City of West Jordan and ACE Disposal, Inc. to double the quantity of dumpsters from approximately 2100 to 4200 annually. See "Background Discussion" for estimated cost.

**FISCAL**

**IMPACT:** Funding for this amendment would be taken from the Solid Waste Fund. See "Background Discussion" for estimated cost.

**STAFF RECOMMENDATION:**

Staff recommends approval of Amendment No. 1 to the Agreement with ACE Disposal, Inc. for Residential Solid Waste Services to double the quantity of dumpsters from approximately 2100 to 4200 annually.

**MOTION RECOMMENDED:**

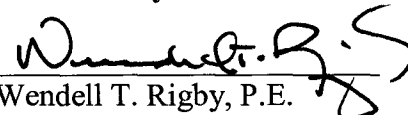
"I move to adopt Resolution No. 15-28 authorizing the Mayor to execute Amendment No. 1 to the Agreement with ACE Disposal, Inc. for Residential Solid to double the quantity of dumpsters from approximately 2100 to 4200 annually.

Roll Call vote required


**Prepared by:**

  
Timothy J. Peters  
Public Services Manager

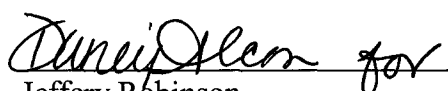
**Reviewed by:**

  
Wendell T. Rigby, P.E.  
Director of Public Works

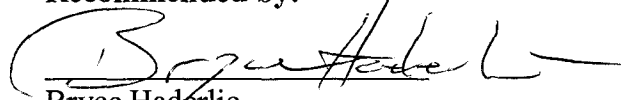
**Reviewed by:**

  
Ryan Bradshaw  
Finance Manager/Controller

**Reviewed as to Legal Sufficiency:**

  
Jeffery Robinson  
City Attorney

**Recommended by:**

  
Bryce Haderlie  
Interim City Manager

## BACKGROUND DISCUSSION:

Amendment No. 1 to the Agreement for Residential Solid Waste Services between the City of West Jordan and ACE Disposal, Inc. will provide double the current quantity of dumpsters for the West Jordan Neighborhood Dumpster Program. Currently there are eight dumpsters available daily between Monday and Saturday. Eight dumpsters are delivered every other day; they are then available for use for one day and picked up the following day for a total of 16 dumpsters available for the Neighborhood Dumpster Program at any one time. This amendment will add 16 dumpsters to the program, which will increase the daily available quantity to 16, and the total to 32, thus doubling the current amount.

If this amendment is approved, ACE Disposal, Inc. plans to maintain the same hours of operation (7am to 4 pm) and support this additional quantity by providing another truck and driver to West Jordan.

As with the current program, West Jordan will compensate ACE Disposal for each dumpster delivered. With this enhanced service, ACE Disposal, Inc. has proposed an increase from the current amount of \$91.16 per dumpster to \$101.16 per dumpster. As with the current dumpster program, West Jordan pays the tipping fee to Trans Jordan Landfill for the dumpster contents.

Since this proposal will double the quantity of dumpsters from approximately 2100 to approximately 4200 annually, we have included a change in the staffing from part-time to full-time to address the overloading and contamination issues associated with the increased quantity. Because the number of dumpsters reserved annually varies and the tonnage varies with each dumpster, the following numbers are an estimate of the financial implication of this proposed enhanced service for the coming year.

		March to July	2%		Dbl. quantity
July - March	Current	After 2% Annual	Annual	Current	New
Annual Hauls	Unit Cost	Increase	Increase	Expense	Expense
1260	91.16	840	92.98	\$195,289.30	
2520	101.16	1680	103.18		\$430,845.10
Landfill Tipping - \$14/ton x 1.5 ton average				\$44,100.00	\$88,200.00
Part-Time Salaries				\$15,442.00	
Full-Time Salaries					\$36,667.00
<b>Total Program Cost</b>				<b>\$254,831.30</b>	<b>\$555,712.10</b>
<b>Increased Program Cost</b>					<b>\$300,880.80</b>

## Neighborhood Clean-Up Dumpsters FAQ's

### ***How do I reserve a dumpster?***

To reserve a dumpster, download the application from our website and submit it via email [publicworks@wjordan.com](mailto:publicworks@wjordan.com) or fax 801-569-5709. Forms are also available at the public works building at 8030 South 4000 West. Please remember to include the best phone number to reach you on the application so we can contact you to confirm the reservation or to schedule a different day if no dumpsters are available on your requested date.

### ***Who can reserve a dumpster?***

A West Jordan resident (at least 18) may reserve a dumpster for residential use for any property that has a West Jordan Utility account. This program currently does not support vacant lots, unimproved plats or commercial properties.

### ***How long do I have to wait to get a dumpster?***

Dumpsters are reserved on a first come-first served basis. When the weather is nice, this can mean a wait of 1-2 months for an available dumpster. In the winter months, reservations can often be made for dumpsters as little as 7-14 days in advance. The City makes no warranty or guarantee as to the availability of the dumpster on the reserved date or continuation of this program. Emergency situations may limit or eliminate the availability of a previously reserved dumpster. All attempts will be made to notify and accommodate the resident as soon as reasonable.

### ***How much does it cost?***

The City of West Jordan currently offers the Neighborhood Clean-Up Dumpster Program free of charge to residents. This is subject to change without notice. Some local cities charge as much as \$125 for the same service. Participation is voluntary.

### ***How long can I have a dumpster?***

Two days.

Friday and Saturday are the most popular days for delivery and are often booked out for up to three months.

### ***How often can I reserve a dumpster?***

Green waste dumpsters can be reserved as often as you like (subject to availability). However, regular clean up dumpsters may only be scheduled for the same residence every four months (120 days).

### ***When will it be delivered?***

Dumpsters are delivered between 7 a.m. and 7 p.m. on the day reserved but are not scheduled for a specific delivery time.

### ***How big is a dumpster?***

All dumpsters are 30 cubic yards. The dimensions are 22 feet long, 8 feet wide and 5 feet high.

### ***Where will it be placed?***

Generally, placement of the dumpster is up to you. Many people have it placed on the driveway, an RV pad, or in front of the home in the street. The driver will attempt to place the dumpster in the location requested, but may choose another location if necessary. For snow removal purposes, dumpsters delivered November 1 to March 31 must be placed on private property and will not be placed in the street. Green waste dumpsters must ALWAYS be located on your private property. The City is not responsible for damage to sod, shrubbery, trees or any other damages caused by placement of the dumpster on an unimproved surface.

### ***Is the dumpster for my private use if I reserve it?***

The Neighborhood Clean-up dumpster program is currently provided and funded by the City. Dumpster reservations **do not** provide exclusive rights to utilize the dumpster

capacity, and the dumpster can be used by any resident. Be aware that dumpsters placed in the street often fill up quickly due to public use, please plan accordingly.

Access to private property, and consequently the dumpsters placed on private property, may be restricted by the property owner or occupant as if the dumpster were not present. . Unauthorized persons are not permitted to enter private property for the purpose of accessing dumpsters. The City is not responsible for any damage caused by person/s trespassing on private property in an attempt to access the dumpster.

***What can I put in a “Green” waste only dumpster?***

Green yard waste, leaves, flowers, small prunings, shrubs, grass clippings, compost, fruits, vegetables (including pumpkins), non-treated wood, and small tree branches are examples of acceptable items. *Unacceptable items* include dirt, sod, manure, painted, treated or stained wood, cardboard, rocks, pet waste, ashes, concrete, etc.

**Attachments:**

Resolution

Amendment

# THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-28

## A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO.1 TO THE AGREEMENT WITH ACE DISPOSAL FOR RESIDENTIAL SOLID WASTE SERVICES

WHEREAS, the City Council of the City of West Jordan desires to enter into the attached Amendment No. 1 to the Agreement with ACE Disposal for Residential Solid Waste Services; and

WHEREAS, the purpose for the amendment is to double the quantity from 2,100 to 4,200 annually for the Neighborhood Dumpster program, and

WHEREAS, the Mayor is authorized to execute Amendment No. 1 to the Agreement with ACE Disposal,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized and directed to execute Amendment No. 1 to the Agreement with ACE Disposal for Residential Solid Waste Services regarding the Neighborhood Dumpster Program.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah this 11<sup>th</sup> day of February 2015.

ATTEST:

\_\_\_\_\_  
KIM V. ROLFE  
Mayor

\_\_\_\_\_  
MELANIE S. BRIGGS, MMC  
City Clerk

Voting by the City Council:

"AYE"

"NAY"

Councilmember Hansen

\_\_\_\_\_

\_\_\_\_\_

Councilmember Haaga

\_\_\_\_\_

\_\_\_\_\_

Councilmember McConnehey

\_\_\_\_\_

\_\_\_\_\_

Councilmember Nichols

\_\_\_\_\_

\_\_\_\_\_

Councilmember Southworth

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\_\_\_\_\_

Councilmember Stoker

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Mayor Rolfe

\_\_\_\_\_

\_\_\_\_\_

**AMENDMENT NO. 1 TO THE AGREEMENT FOR RESIDENTIAL SOLID WASTE  
SERVICES between the City of West Jordan and ACE Disposal, Inc.**

This Amendment No.1 to the Agreement for Services ("Amendment No. 1") is entered into by and between ACE Disposal, Inc. ("Contractor") and the City of West Jordan, a municipality and political subdivision of the State of Utah ("City").

**RECITALS**

WHEREAS, on or about February 28, 2013, City and Contractor (collectively referred to as the "Parties") entered into an agreement entitled Agreement for Residential Solid Waste Services (the "Agreement"), a copy of which is filed in the office of the West Jordan City Clerk; and

WHEREAS, the Parties desire to amend the terms of the Agreement by and through this Amendment No. 1.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Amendment No. 1 and are made a part hereof.
2. Amended Provisions.
  - a. Section 2.02, entitled "Dumpsters" shall be deleted in its entirety and shall be replaced with the following:

Provision, placement, pickup and delivery of up to 16 thirty (30) yard dumpsters to up to 16 temporary locations daily, as designated by the City, throughout the City for the neighborhood dumpster program.
  - b. Section 15.02, entitled "Rates" shall be amended as follows: The rate for "Dumpster per pickup for the neighborhood dumpster program" shall be changed from \$90.00 to \$101.16 per dumpster, which includes all adjustments required by section 15.04 up to the effective date of this Amendment No. 1.
  - c. Exhibit A, "PRICING" shall be amended as follows: The rate for "30 yard Roll-off (upon request, curbside pick-up) per haul" shall be changed from \$90.00 to \$101.16, which includes all adjustments required by section 15.04 up to the effective date of this Amendment No. 1.
  - d. The section entitled "NEIGHBORHOOD DUMPSTER PROGRAM" on page 12 of Exhibit A shall be deleted in its entirety and shall be replaced with the following:

"Contractor will use two (2) Roll Off trucks for the collection of thirty (30) yard dumpsters required for neighborhood collection. Each day Contractor may receive a list of up to 16 drop sites from the City's public works office, and Contractor will schedule all deliveries for the

next day. Contractor will start dumpster removals and deliveries at 7:00 a.m. and finish between noon and 4:00 p.m. depending on the workload. Any overloaded or contamination problems will be communicated to the City's public works office and handled in a timely manner."

3. Effect of Amendment. Except as expressly modified herein, the terms of the Agreement shall remain as set forth therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. \_\_\_\_ as of the \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date" of Amendment No. 1).

**CITY:**

**ATTEST:**

By: \_\_\_\_\_  
Name: Kim V. Rolfe, Mayor

\_\_\_\_\_  
City Clerk

**ACE Disposal, Inc.:**

By: \_\_\_\_\_

Name, Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me, \_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing in \_\_\_\_\_ County, \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**  
**West Jordan City Attorney**  
By: Daniel Dlem Date: 2-2-15